

**CHILD SUPPORT AGREEMENT BETWEEN
THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
AND THE WASHINGTON STATE DEPARTMENT OF SOCIAL AND
HEALTH SERVICES, DIVISION OF CHILD SUPPORT**

PREAMBLE

THIS AGREEMENT is entered into between the Confederated Tribes of the Colville Reservation (hereinafter the Tribe) and the Washington State Department of Social and Health Services, Division of Child Support, (hereinafter the Department), each acting in their representative capacity. The Colville Tribal Council is authorized to enter into this agreement pursuant to Article VI, Section 1(a), of the Colville Tribal Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any state agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. The Tribe and the Department desire to enter into this Agreement pursuant to their respective authorities, which include the establishment, modification and enforcement of child support obligations, in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Department and the Tribe each agree that each has jurisdiction over domestic relations, including child support matters. This Agreement recognizes the sovereignty of the Tribe and the State of Washington and each respective sovereign's interests. The Tribe and the Department enter into this Agreement to best define the more appropriate forum to deal with paternity and child support enforcement. The parties

recognize that the preferred method for handling cases where all or some of the parties are enrolled tribal members living on the Reservation is to develop an agreement so that appropriate cases are referred to the Tribe to be processed in the Colville Tribal Court.

I

PURPOSE

The purpose of this Agreement is to assist both the Tribe and the Department in carrying out their respective authorities and responsibilities. The parties to this Agreement recognize and acknowledge that implementation of this Agreement is an appropriate exercise of the Tribe's authority, as a sovereign government, in matters concerning its children and their best interests.

The parties recognize that their ability to enforce child support obligations, orders, and judgments will be enhanced with the establishment of procedures for the exchange of services and for the reciprocal recognition and enforcement of child support orders and judgments. The parties also recognize and accept that more appropriate child support determinations that relate to children enrolled in the Tribe will be made when the Department coordinates with the Tribe to refer appropriate classes of cases to the Tribe to be handled in the Colville Tribal Court. The Colville Tribal Court will apply its own support and collection standards and laws. Both parties recognize that the setting of child support guidelines and collection standards by the Tribe is a proper exercise of its tribal sovereignty. The purpose of this Agreement is to establish such procedures and to allow the Tribe to apply its support and collection standards in appropriate cases. The

establishment of these procedures is in the best interests of the Indian families and especially Indian children who have a right and need to receive required support. This Agreement is consistent with, and is intended to further, the declared national policy of protecting the best interests of children by providing a more effective and efficient way by which these children may be maintained from the resources of responsible parents, thereby relieving, at least in part, the burden presently borne by the general citizenry.

II

DEFINITIONS

1. Child: Any person under the age of 18 who is not otherwise emancipated, self-supporting, married, or a member of the Armed Forces of the United States. For purposes of enforcing child support orders from other jurisdictions under this Agreement, "child" shall include persons over the age of 18 years for whom a support obligation has been set prior to the date the child turns 18, which provides for the support to extend beyond the age of 18.

2. Child Support Order: Any judgment or order of the Colville Tribal Court, Superior Court of the State of Washington, any tribal court order where that tribe accords the Colville Tribal Court reciprocal recognition, any court order or administrative order of another competent jurisdiction, or an administrative determination established by the Department ordering payment of a set or determinable amount of child support, and/or medical support.

3. Custodial Parent: The custodian of a child who is the mother, father or adoptive parent of a child.

4. Custodian: Any person having the care, physical custody and control of any child or children.

5. Department: The Washington State Department of Social and Health Services, Division of Child Support.

6. Descendent: A person who is the biological child of an enrolled tribal member.

7. Indian: A person who is an enrolled member of an Indian tribe or a descendent of an enrolled tribal member.

8. Judgment: The final determination of the rights of the parties in an action.

9. Judgment Debtor: The party against whom a judgment has been entered.

10. Medical Support Obligation: An obligation of a parent to provide reasonable health insurance coverage for his or her dependent child(ren), including Indian Health Service medical coverage.

11. Obligee: A person to whom a child support debt is owed.

12. Colville Tribal Court: The court established by the Colville Business Council pursuant to Amendment IX of the Colville Tribal Constitution.

13. Register: To file a child support order or judgment in Washington State Superior Court or the Colville Tribal Court for enforcement and/or modification under the procedures referred to in this Agreement.

14. Reservation: For the purposes of this document, Reservation as it relates to the Confederated Tribes of the Colville Reservation will be consistent with the term Indian Country as defined in 18 USC Section 1151.

15. Responsible Parent: A natural parent, adoptive parent, or step-parent of a child who has been found to owe a duty to pay support monies.

16. Secretary: The Secretary of the Washington Department of Social and Health Services, his/her designee or authorized representative.

17. Custodial Step-parent: The present spouse of the custodial parent where such status shall exist and continue until the relationship is terminated by death, dissolution of marriage, court order pending dissolution, or other court order relieving the stepparent of any child support obligations.

18. Support Monies: Any monies or in-kind or traditional support recognized by the Tribe paid or provided to or on behalf of a child to satisfy a child support obligation whether denominated as child support, spousal support, maintenance, or any other such money or in-kind or traditional support which is intended to satisfy an obligation for support of any child, or to satisfy in whole or in part arrears or delinquency of such obligation. Support monies shall also include medical support obligations.

19. Tribe: The Confederated Tribes of the Colville Reservation, a federally recognized Indian tribe confederated under a constitution adopted in February 26, 1938 and approved by the Commissioner of Indian Affairs April 19, 1938.

20. Tribal Attorney or Spokesperson: A person who has been admitted to the Colville Tribal Court Bar pursuant to the Colville Tribal Code, and any applicable rule of the Colville Tribal Court.

21. Necessary Parties: In any case referred to the Tribe by the Department, or any case brought before the tribal forums in which public assistance monies are being expended on behalf of any of the parties, the State shall be a necessary party. In paternity actions all of the identified, alleged, or putative fathers shall be necessary parties. This includes the custodian, obligated parent and the child(ren).

III

RECOGNITION AND ENFORCEMENT OF SUPPORT ORDERS

NOT ESTABLISHED BY THE COLVILLE TRIBAL COURT

While it is understood between the parties that under this Agreement child support and related matters affecting tribal members will usually be resolved in Tribal Court, there will be occasions where a State Order or Administrative Order will be properly entered or has been entered prior to this Agreement. This section addresses how these orders will be handled in tribal court.

A. FULL FAITH AND CREDIT BY TRIBE: Except as allowed in part III B below, the Tribe shall give full faith and credit to a child support order from another jurisdiction when:

1. The child support obligation has been established; and
2. The child support obligation has been incorporated into an order, judgment, or administrative determination; and
3. The responsible parent is:
 - a) a member of the Colville Tribe; or,
 - b) an Indian who lives within the boundaries of the Colville Reservation; or,

c) a person employed by, or receiving monies from, the Tribe, one of its subsidiaries, a tribal enterprise or an Indian-owned business located and operating on the Reservation. This sub-category (c) applies only to the recognition and enforcement of orders to garnish wages according to the procedures set forth below; and

4. The custodian or dependent child

a) has received public assistance on behalf of the child; or
b) has applied for enforcement services with the Department or other state IV-D agencies; or
c) has petitioned the Colville Tribal Court to enforce an existing court order or administrative determination on his or her own, without requesting the assistance of the Department; and

5. The Department, its designee, or an obligee, or the custodial parent who has not requested assistance from the Department has submitted a written application to the Colville Tribal Court requesting such order or judgment be accepted as an order or judgment of the Colville Tribal Court; and

6. The Colville Tribal Court has made a finding, taking into account all relevant factors and considerations, that the state or tribal court or state agency issuing the child support order, judgment or administrative determination had the requisite jurisdiction in these matters; and

7. The party subject to a child support order may raise any defense he or she may have to such order or judgment in the Colville Tribal Court that is not precluded by res judicata including defenses

based on tribal custom. Any adjustment would be deemed a credit and not deemed a modification of the child support order.

8. The Department or State agency entering the support order recognizes and gives the Colville Tribal Court's child support orders full faith and credit.

9. Subject to section III (B) below, if the provisions of this section are met, the tribal court shall issue an order making the foreign child support order an order of the Colville Tribal Court, and shall grant full faith and credit to the foreign child support order. Upon entry of such an order all provisions of the Colville Tribal Code regarding judgments and execution shall be applicable.

B. MODIFICATION IN TRIBAL COURT: The child support order, judgment, or administrative determination originally established by a state court or the Department, which has been issued as a Colville Tribal Court Order, may be prospectively modified under the following circumstances:

1. The Colville Tribal Court has continuing exclusive jurisdiction of the child support order for purposes of modification because the child, custodian and the responsible parent all reside on the Colville Reservation, which is defined as a "state" for purposes of PL 103-383; and,

2. Each contestant has filed written consent allowing the Colville Tribal Court to make the modification and assume continuing, exclusive jurisdiction over the order; or

3. The court of the other state no longer has continuing, exclusive jurisdiction of the child support order because that state no longer is the child's state or the residence of a contestant.

It is agreed that in cases where the Department has entered an administrative order, and the custodial parent and/or child(ren) are receiving Public Assistance, modifications may be made by the tribal court where the Department brings an action as allowed under this part, consistent with the guidelines outlined above in Section III (B) or under the procedure adopted under part III (C) below.

Prospective modifications shall be considered under the following circumstances:

1. By the filing of a petition by any necessary party or on a motion in an action to register a child support order followed by adequate notice to all parties, and a subsequent hearing before the Colville Tribal Court.

2. A child support order shall only be modified under the following circumstances:

- a) There has been a significant change of circumstance, which is not temporary, for the responsible parent, custodial parent or the dependent child; or
- b) Enforcement of the existing child support order would cause extreme undue hardship on one or more necessary parties and modification of such an order adheres to the community's sense of fairness and would be in the best interest of the child(ren); or
- c) To establish a medical support obligation; or
- d) Where the necessary parties agree to the modification, and the modification will not harm the child(ren); or
- e) The original child support order was entered using imputed income figures or needs standard figures and as a result, the

support order is not or was not consistent with actual income of the parties and the needs of the child(ren).

3. Any modifications will be prospective only.

C. CHARGE OFF OF SUPPORT ARREARAGES: The Tribe and the Department recognize that federal law prohibits retroactive modifications and that retroactive modifications would place the Department in noncompliance with the applicable federal regulations. In those cases where the Department is enforcing an administrative order or a court order for the collection of back support owed the Department and not the parent, the Department and the Tribe will develop a process to allow the tribal court to, upon request, grant a partial or total charge-off of support arrearage owed to the Department in compliance with RCW 74.20A.220 and within the scope of authority delegated to the state's conference board. The Department shall be a necessary party and the adjustment shall be binding on the Department.

D. UNIFORM INTERSTATE FAMILY SUPPORT ACT (UIFSA). Both parties recognize that the Washington State Legislature recently adopted Substitute House Bill 1560, the Department's version of UIFSA, effective, July 1, 1994, which significantly affects the Department's ability to modify another tribunal's child support orders including tribal orders. By signing this Agreement, the Tribe does not agree that it is bound by the State's UIFSA.

E. DEPARTMENT'S LIMITED RESTRICTION ON COLLECTION. Whenever the Colville Tribal Court accepts a state child support court order, judgment or administrative determination and issues its own order to enforce the state's order, consistent with the Agreement, the tribal court order shall be the order that the Department enforces against the

judgment debtor in all subsequent proceedings and in all courts or administrative proceedings unless subsequently modified under procedures outlined in this Agreement.

F. GARNISHMENT IN TRIBAL COURT:

1. Commencement of Action: An action may be commenced by the Department or an obligee in the Colville Tribal Court against the Tribe or one of its enterprises, or an Indian-owned business located on the reservation to garnish wages of a person subject to a child support order where the wages are held by the Tribe, one of its enterprises or Indian -owned businesses and owing to the employee, and provided that the Colville Tribal Court has:

(a) entered an original child support order; or

(b) entered a child support order as a Colville Tribal Court Order as required under Section III.

2. Limited Waiver of Sovereign Immunity: The Tribe hereby enters into a limited waiver of its sovereign immunity from suit on the following terms and conditions: the Tribe consents to suit only by the Department or an obligee for the purpose of enforcing child support orders where permitted by this Agreement through the process of garnishment of the wages of an employee of the Tribe or a tribal enterprise. This consent is effective only for the relief explicitly described in this section concerning the enforcement of child support orders through the process of garnishment of wages owed by a responsible parent. This consent is effective only in the Colville Tribal Court. This limited waiver shall expire upon termination of this Agreement. The Tribe shall answer any written order of garnishment and shall hold the wages of any

tribal employee in accordance with a garnishment order entered as a separate order issued by the Colville Tribal Court.

3. Payment of Wages by Tribe: Upon receipt of the garnishment order from the Colville Tribal Court, the tribe or tribal enterprise shall pay a set or determinable amount of the judgment debtor's wages as might be held by the tribe, or tribal enterprise, to the Department's support registry (WSSR). The tribal court order shall specify the amount to be withheld and that all payments will be sent to WSSR unless the Colville Tribal Court order allows that the withheld wages may be paid directly to the obligee or the Tribe has established its own registry. The amount of wages that the court can order withheld will be set by tribal law. The Tribe may, in its discretion, expand the assets subject to garnishments under this section to include tribal per capita payments.

4. Limitation of Tribal Liability: Notwithstanding any other part or provision of this Agreement, no judgment may be entered against the Tribe in such garnishment action which obligates the Tribe to pay over any moneys except for wages otherwise owed the employee/responsible parent and actually held by the Tribe for the judgment debtor at the time that the order of garnishment is made by the tribal court and is actually served on the Tribe or its enterprise and received by the appropriate payroll officer. Provided further, that the Tribe shall not, under any circumstances, be liable for the responsible parent's debts or payments of any portion of the child support order, support monies, or any penalty, interest, cost or attorneys' fees if the Tribe fails to act as required by a Colville Tribal Court order or statute, including failure to answer the writ of garnishment.

5. Provision of information: The Tribe agrees to provide information to the Department on whether a particular responsible parent is employed by the Tribe or one of its enterprises or has a reservation address for the purpose of allowing the Department to determine whether to pursue enforcement of a child support order in the Colville Tribal Court. Nothing in this section of the Agreement prohibits the Department and Tribe from further defining, through its procedures, a further sharing of information in order to establish paternity or support obligations.

IV

RECOGNITION AND ENFORCEMENT OF TRIBAL COURT ORDERS

While it is understood between the parties that under this Agreement child support and related matters affecting tribal members will usually be resolved in tribal court, there will be occasions where the Department will be asked to enforce a tribal court order. This section addresses how the Department will enforce such orders.

A. Full Faith and Credit by Department: Whenever a child support obligation has been incorporated into a Colville Tribal Court order, the Department shall give full faith and credit, consistent with this Agreement, to such tribal child support order. Any custodian or dependent child who is entitled to support under a Colville Tribal Court child support order may apply to the Department (or may act independently) to enforce the Colville Tribal Court child support order against the responsible parent. Upon acceptance of the application, the Department will treat a tribal court order like any other child support order from another state or jurisdiction. All remedies of collection

and enforcement of child support orders shall be applicable to the tribal court order as apply to state court orders, except as otherwise agreed to herein, without the imposition of any fee or cost, unless required by federal regulation and applied generally to all persons similiarly situated.

B. MODIFICATION IN STATE COURTS: The State Superior Court may modify a tribal court order prospectively under the following circumstances, according to the standards set out in the Department's UIFSA statute and consistent with PL 103-383:

1. The state court has jurisdiction to make the modification; and,
2. Both the custodian and the responsible parent filed written consent to the modification in the state court; or
3. The tribal court no longer has continuing, exclusive jurisdiction over the case because the child and the contestants are no longer residents of the Reservation.

V

RECOGNITION AND ALLOCATION OF AUTHORITY TO ENTER AND ENFORCE CHILD SUPPORT ORDERS AND PATERNITY ORDERS.

It is recognized that the Department and the Tribe each has authority to enter and enforce child support orders and to establish paternity. The Tribe and Department have agreed that it is in the best interest of children to define and allocate authority as between the Tribe and Department so that each may enter orders that are in the best interests of their children.

A. DEPARTMENT DEFERENCE TO TRIBAL AUTHORITY IN ACTIONS

COMMENCED AFTER THE DATE OF THIS AGREEMENT: All cases where the Department could initiate on behalf of a parent or guardian or on its own behalf an administrative or judicial action to establish child support, paternity, or an action to modify a tribal child support order or state child support order, previously entered, in compliance with PL 103-383, or an action to grant partial or total charge-off of support arrearages shall after the effective date of this Agreement, be brought in the Colville Tribal Court using the procedure set out in section III where:

1. The responsible parent, the custodian, or the child is a Colville tribal member and all reside within the boundaries of the Reservation at the commencement of the action; or

2. The responsible parent, the custodian and any other necessary party all agree, in writing, that the Colville Tribal Court is the appropriate forum at the commencement of the action; and

a) one or more live within the jurisdictional boundaries of the Colville Tribes; or,

b) one or more is a tribal member and he or she has significant ties to the Reservation and the Colville Tribal Court would otherwise have authority to enter orders in the case; or

3. The action is one to establish paternity and the determination of paternity will affect the enrollability of a child in the Tribe.

4. The action is one for enforcement and the responsible parent is residing on the reservation and is either a Colville tribal member or is a member of another Indian tribe and the other parties reside off-reservation.

B. REPRESENTATION: The Department and the Tribe may elect to have tribal officials initiate and prosecute matters under this part. The tribal prosecutor will represent the Department's financial interest in these cases or will provide the Department notice and opportunity to represent its interest. If the Tribe so elects, the Department shall refer appropriate matters to the Tribe. If the Tribe elects not to initiate the action itself, the Department will appear in Tribal Court and proceed under part VI applying tribal law and customs.

C. IMPLEMENTATION: The procedures set out in part VI shall apply to the implementation of this part.

D. TRIBAL AUTHORITY: Nothing in this Agreement is intended to, nor shall it affect, the inherent authority of the Tribe to initiate any action in tribal, state or federal court to enforce any right of the Tribe or of any of its members.

E. INDIVIDUAL RIGHTS: Nothing in this Agreement shall limit the rights of individuals to bring their own separate child support or paternity actions in any forum they chose.

VI

ESTABLISHMENT OF CHILD SUPPORT OBLIGATIONS IN TRIBAL COURT

Procedures exist in the State forums to establish child support obligations and set child support amounts. For the Tribe and the Department to process cases under this Agreement in the tribal forum it is necessary to develop tribal child support schedules.

A. GUIDELINES. The Tribe shall establish one set of guidelines by law, or by judicial or administrative action, as the Tribe determines

appropriate, for setting, enforcing, and modifying child support obligations in tribal court.

1. Minimum Criteria: The guidelines will include, at a minimum:

- a) a presumptive, uniform child support schedule;
- b) written criteria for any deviation from the child support schedule, including, but not limited to:

- (i) tribal custom and tradition, which is the common law of the Tribe, in determining the amount of support, its method of payment and the sufficiency of compliance of the responsible parent;

- c) provisions for the establishment and enforcement of medical support, including providing for the child(ren)'s health insurance coverage, IHS eligibility, or other means;

- d) take into consideration all earnings and income of both parents; and

- e) provide for specific, descriptive, numeric criteria which will result in a computation for determining the child support obligation.

2. Availability: The Tribe shall make these guidelines available to all persons whose duty it is to set child support amounts.

B. PROCEDURES: The Tribe shall institute procedures to (1) establish support obligations; (2) prospectively modify support obligations; (3) establish paternity by order of a court of competent jurisdiction or by administrative process; and (4) establish a process for immediate wage withholding.

1. The State as a Party to the Proceedings. The procedures will include provisions to allow the Department to seek establishment and enforcement of child support orders where:

- a) public assistance benefits are being paid or have been paid to one of the parties to the action in tribal court; or,
- b) where the custodian applies for child support services from the Department; or,
- c) the Department receives an interstate referral for child support services.

2. Support Payments Applied to Support Obligation: An obligated parent will receive credit for support monies paid in accordance with the child support order and will reduce, dollar for dollar or dollar equivalent, the amount of his or her support obligation.

3. Tribal Custom as Affirmative Defense: Tribal custom or tradition may be raised as an affirmative defense in any Colville Tribal Court proceeding brought under or in furtherance of this Agreement.

C. CASE REFERRAL BACK TO THE DEPARTMENT: The Tribe shall refer cases back to the Department within twenty (20) days: (1) when the requested action has been complete; or (2) where the Colville Tribal Court determines that it is not in the best interest of the child(ren) to proceed; or (3) where the Colville Tribal Court determines it is without jurisdiction; or (4) when the Tribe declines the referral.

VII

ESTABLISHMENT OF PATERNITY IN TRIBAL COURT

A. TIME AND PROCEDURE REQUIREMENTS: Where a case for paternity establishment is originally filed in tribal court or has been referred

by the Department for proceedings in the Colville Tribal Court, the Tribe agrees, at a minimum, to:

1) establish the support obligation or serve process to commence the action within 90 days of locating the alleged father;

2) Establish paternity, establish child support obligations, and set child support amounts in these cases as follows: (a) 75% of the referred cases shall have child support obligations set within six (6) months of service of process and (b) 90% of the referred cases shall have child support obligations set within twelve (12) months of service of process by the tribal court.

3) The Tribe shall have in place the necessary laws governing the process of establishing paternity and support prior to the time the Tribe begins to determine paternity.

B. COSTS OF ESTABLISHING PATERNITY: The costs of establishing paternity, including genetic and blood tests, tribal prosecutor time, administrative costs, court commissioner costs, and any other costs that are allowed to be reimbursed under applicable federal or state law shall be reimbursed to the Tribe by the Department, at the current federal match rate. The Department or any state or tribal agency which has incurred costs under this section may request the Colville Tribal Court to order, in its discretion, reimbursement for genetic testing from a putative father when the tests are ordered by the tribal court and paternity was subsequently determined.

VIII

THE DEPARTMENT'S RESPONSIBILITIES

A. RESPONSIBILITIES OF DEPARTMENT: Under this Agreement the Department will have the following responsibilities:

1. Information-Sharing and Technical Assistance: To develop and use methods of informing and advising the Tribe of relevant federal statutes, and policies, including amendments; state statutes, policies, procedures and instructions; and to provide reasonable technical assistance necessary, including training, to permit the Tribe to process child support cases under this Agreement.

2. Parent Locator Services: Whenever possible the Department will locate the responsible parent before the case is referred to the Tribe. If there are circumstances where the Tribe wants to or needs to utilize existing state and federal parent locator services the Department will provide the information consistent with state law. Both parties will comply with tribal, state and federal laws relating to privacy and confidentiality.

3. Case Referral: The Department will refrain from initiating action in any case where, under this Agreement, the case should be referred to the Tribe. The Department will provide all available information and documentation to enable the Tribe to process cases referred to in this Agreement. Any information received by the Tribe under this Agreement shall be kept confidential and for child support services only, absent a court order. Nothing in this Section precludes private causes of action filed in the state courts.

B. COST REIMBURSEMENT ACCORDING TO COST ALLOCATION PLAN: The Department agrees to reimburse funds expended by the Tribe only on IV-D

cases, based on actual allowable expenditures, pursuant to an approved cost allocation plan, as follows:

1. Prosecutor's Costs: 100% of the allowable direct cost of the tribal prosecutor, including costs of contested paternity litigation; and

2. Other Allowable Costs: other allowable direct and indirect cost to the Tribe at the amount of the current federal match rate, including, but not limited to drawing, transporting and testing of blood or genetic testing, court commissioner time allocated to IV-D cases, and other necessary litigation costs.

3. Development of Cost Allocation Plan: A cost allocation plan is to be developed and approved by the parties and is to be submitted to the Department for approval before any reimbursement of costs is given to the Tribe by the Department.

IX

RESPONSIBILITIES OF THE TRIBE

A. RESPONSIBILITIES: Under this Agreement the Tribe will have the following responsibilities:

1. Enact A Child Support Enforcement Code: To enact a Child Support Enforcement Code, including procedures, which shall be submitted to the Department for approval before any cost reimbursements are made by the Department to the Tribe.

2. Annual Budget: To provide to the Department an annual budget of costs and expenditures for which reimbursement is to be claimed under this Agreement in accordance with the cost allocation plan.

3. Monthly Claims for Reimbursement: To submit monthly claims for reimbursement of the actual allowable costs incurred in accordance with a cost allocation plan and annual budget approved by both parties.

4. Disposition of Cases: To submit to the Department copies of any support orders obtained, or other documents or information indicating the disposition of cases under this Agreement.

5. Respond to Requests for Information: To respond to reasonable requests for information from the Department regarding the current status of particular cases referred under this Agreement.

6. Refer or Transfer Cases to the Department When Appropriate: To refer or transfer all cases where the state court or a state agency is the appropriate forum and to refrain from initiating action in such cases which do not meet the criteria set forth in this Agreement, unless otherwise agreed, and to provide all available information and documentation in the Tribe's possession to enable the Department to process these cases.

7. Comply with Federal Statutes and Regulations: In the areas the Tribe will assume the responsibilities and functions set out in Section V, VI and VII above, to be outlined in a subsequent document to be incorporated therein, the Tribe agrees to comply with Title IV-D of the Social Security Act [42 U.S.C. 651 et seq], implementing Federal regulations and any other applicable Federal regulations and requirements. This section also refers to compliance with the federal audit provisions of the applicable federal regulations subject to any federal waivers that are obtained by the parties to this Agreement.

8. Record Retention: To maintain for five years, case and fiscal records required by federal regulation and to allow inspection, review or audit by the Department or federal auditors, pursuant to Title IV-D.

X

DISPUTE RESOLUTION

A. CONFLICTS, CLARIFICATIONS, AND CONCERNS OVER THE

APPROPRIATENESS OF A REFERRAL: Both parties to this Agreement agree that there may be times when a question may be raised by either party regarding the appropriateness of a referral, either from the Department to the Tribe or from the Tribe to the Department. In addition, the parties to the Agreement realize that there may be instances in which one of the parties believes another party has violated the Agreement or that clarification is necessary to interpret provisions of the Agreement. In order to meet one of the underlying goals of this Agreement to provide the best services available to the parties' mutual clients, the parties agree to refer any questions, concerns, conflicts, clarifications or disputes regarding the appropriateness of a referral to mediation.

B. MEDIATION: Either party may request that a mediator be appointed to assist in the resolution of any conflict or dispute referred under this part. The cost of a mediator shall be born equally by each party.

C. REVIEW BOARD: If the conflict or dispute cannot be resolved by the mediator then the issue will be brought before a review board. The review board will consist of three (3) individuals: one (1) representative from the Department, one (1) from the Tribe and the third

party will be chosen by the representatives. The board shall review all cases referred to it with a goal to mediate an acceptable solution for all parties. The decisions of the review board shall be final and binding on both parties.

XI

NOTICE PROCEDURES

A. COMPLIANCE WITH APPROPRIATE NOTICE REQUIREMENTS: Any party initiating a child support action pursuant to this Agreement shall comply with the notice requirements and the appropriate procedures of the court or agency receiving the application for judgment registration, paternity establishment, child support establishment, modification or enforcement services.

B. AFDC CASES --- NOTICE TO THE DEPARTMENT: When public assistance monies are being expended on behalf of a child(ren), notice of the tribal court proceedings which would establish an obligation or set a support amount or modify an existing state order shall be served on the local Department. The Department will provide the Tribe with an appropriate address.

XII

DURATION AND REVIEW OF AGREEMENT

A. TERM AND PERIODIC REVIEW: The term of this Agreement shall be perpetual unless terminated under this Section. This Agreement shall be reviewed at the request of any of the parties to the Agreement as needed by the parties. The parties will periodically discuss any concerns they may have with the operation of the program. Changes and

modifications may be made from time to time by written agreement of the parties.

B. MEDIATION PRIOR TO TERMINATION OF AGREEMENT: Prior to giving any notice of termination, for any reason, the parties shall attempt to mediate. At least two (2) mediation sessions must take place before a notice of termination is served on the other party. A notice to require mediation shall be served at least ten days before the commencement of mediation. In any event, after mediation, sixty (60) days notice must be given before the Agreement is terminated.

C. THIS AGREEMENT MAY BE TERMINATED:

1. Significant Change: by either party upon any significant change in Title IV-D of the Social Security Act, implementing federal regulations or any significant change in federal or state funding provisions, after thirty (30) days written notice to the other party; or

2. Material Breach or Mutual Consent: in the event of a material breach of the Agreement by either party or by mutual consent of both parties upon thirty (30) days written notice; or

3. Sixty-day Written Notice: by any party upon sixty (60) days written notice of the intent to terminate to the other party, after a good faith attempt to mediate.

4. Disposition of Pending Cases: Termination of this Agreement will not effect pending cases and other active cases that have been handled under this Agreement.

D. SEVERANCE CLAUSE: In the event the federal government determines any aspect of this Agreement would subject the State to a

State Plan violation, that portion shall be null and void but shall not affect the other portions in this Agreement.

E. THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS ON CHILD SUPPORT BETWEEN THE PARTIES.

ON this 6th day of Dec., 1995, in Nespelem, Washington, the following in their representative capacities, hereby approve this Agreement.

Joseph A. Pakootas
for **MATHEW DICK, Chairman**
Confederated Tribes of the Colville Reservation

Gloria Picard
GLORIA PICARD, Secretary
Confederated Tribes of the Colville Reservation

Jerry W. Friedman
JERRY FRIEDMAN, Assistant Secretary
Economic Services Administration

Meg Sollenberger
MEG SOLLENBERGER, Director
Division of Child Support